

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**Case  
**31-CA-262668**Date Filed  
**7/6/2020****INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>					
a. Name of Employer Augie's Management Company d/b/a Augie's Coffee House		b. Tel. No. (909) 798-2255			
		c. Cell No. (909) 728-3273			
		f. Fax No.			
d. Address (Street, city, state, and ZIP code) 2025 West Park Avenue, Suite 3 CA Redlands 92373-____		e. Employer Representative Austin Amento CEO			
				g. e-Mail austin@augiescoffeehouse.com	
				h. Number of workers employed 70	
i. Type of Establishment (factory, mine, wholesaler, etc.) Restaurants		j. Identify principal product or service Coffee			
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.					
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)					
--See additional page--					
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Mark Meinster Title: International Representative UE Union					
4a. Address (Street and number, city, state, and ZIP code) 25000 Avenue Stanford CA Valencia 91355-____		4b. Tel. No. (773) 405-3022			
		4c. Cell No.			
		4d. Fax No.			
		4e. e-Mail mark.meinster@ueunion.org			
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) United Electrical, Radio and Machine Workers of America (UE)					
<b>6. DECLARATION</b> I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  By <u>Mark Meinster</u> (signature of representative or person making charge)		Tel. No. (773) 405-3022			
		Office, if any, Cell No.			
		Fax No.			
		e-Mail mark.meinster@ueunion.org			
Address <u>25000 Avenue Stanford</u> <u>Valencia CA 91355-</u>		<u>07/6/2020 15:00:26</u> (date)			

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	July 4, 2020
(b) (6), (b) (7)(C)	July 4, 2020
(b) (6), (b) (7)(C)	July 4, 2020
(b) (6), (b) (7)(C)	July 4, 2020
(b) (6), (b) (7)(C)	July 4, 2020
And 49 other employees	July 4, 2020



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 31  
11500 W OLYMPIC BLVD  
SUITE 600  
Los Angeles, CA 90064-1753

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (310)235-7351  
Fax: (310)235-7420



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July 7, 2020

Mark Meinster, International Representative  
UE Union  
25000 Avenue Stanford  
Valencia, CA 91355-4553

Re: Augie's Management Company d/b/a  
Augie's Coffee House  
Case 31-CA-262668

Dear Mr. Meinster:

The charge that you filed in this case on July 06, 2020 has been docketed as case number 31-CA-262668. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney ROUFEDA S. EBRAHIM whose telephone number is (310)307-7331. If this Board agent is not available, you may contact Supervisory Field Attorney JOANNA SILVERMAN whose telephone number is (310)307-7309.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlrb.gov](http://www.nlrb.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlrb.gov](http://www.nlrb.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

July 7, 2020

We can provide assistance for persons with limited English proficiency or disability.  
Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Mori Rubin". The signature is written in a cursive, flowing style.

MORI RUBIN  
Regional Director



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 31  
11500 W OLYMPIC BLVD  
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Los Angeles, CA 90064-1753

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Mobile App

July 7, 2020

Austin Amento, CEO  
Augie's Management Company d/b/a Augie's Coffee House  
2025 West Park Avenue, Suite 3  
Redlands, CA 92373-6274

Re: Augie's Management Company d/b/a  
Augie's Coffee House  
Case 31-CA-262668

Dear Mr. Amento:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney ROUFEDA S. EBRAHIM whose telephone number is (310)307-7331. If this Board agent is not available, you may contact Supervisory Field Attorney JOANNA SILVERMAN whose telephone number is (310)307-7309.

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**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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July 7, 2020

have access to the means for filing electronically or why filing electronically would impose an undue burden.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Mori Rubin". The signature is written in a cursive, flowing style.

MORI RUBIN  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Mark Meinster  
UE Union

Petitioner

and

Augie's Management Company  
d/b/a Augie's Coffee House

Employer

CASE 31-CA-262668

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_  
Augie's Management Company d/b/a Augie's Coffee House

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☒ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Bradley E. Neufeld  
MAILING ADDRESS: 3750 University Avenue, 6th Floor, Riverside, CA 92501-3323  
E-MAIL ADDRESS: Bradley.Neufeld@varnerbrandt.com  
OFFICE TELEPHONE NUMBER: (951) 274-7777  
CELL PHONE NUMBER: (951) 317-5417 FAX: (951) 274-7770  
SIGNATURE:   
(Please sign in ink)  
DATE: 7/13/20

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Augie's Management Coffee d/b/a Augie's Coffee House

and

United Electrical, Radio, and Machine Workers of America  
(UE)

CASE 31-CA-262668

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_  
Charging Party United Electrical, Radio, and Machine Workers of America

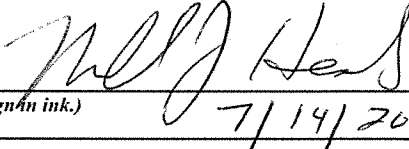
IN THE ABOVE-CAPTIONED MATTER.

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(REPRESENTATIVE INFORMATION)

NAME: Michael J. Healey, Esq.  
MAILING ADDRESS: 247 Fort Pitt Blvd., Fourth Floor, Pittsburgh, PA. 15222  
E-MAIL ADDRESS: mike@unionlawyers.net  
OFFICE TELEPHONE NUMBER: 412-391-7711  
CELL PHONE NUMBER: 412-760-0342 FAX: 412-281-9509  
SIGNATURE:   
(Please sign in ink.)  
DATE: 7/14/20

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

**FIRST****AMENDED**

## DO NOT WRITE IN THIS SPACE

Case

31-CA-262668

Date Filed

9/25/2020

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Augie's Management Company d/b/a Augie's Coffee (a California Corporation)		b. Tel. No. (909)978-2255
		c. Cell No. (909)728-3273
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 2025 West Park Avenue, Suite 3, Redlands, CA 92373	e. Employer Representative Austin Amento CEO	g. e-mail austin@augiescoffeehouse.com
		h. Number of workers employed 70
i. Type of Establishment (factory, mine, wholesaler, etc.) Restaurants	j. Identify principal product or service Coffee	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On July 4, 2020, the Employer discriminated against the employees and violated Sections 8(a)(1) and (3) of the Act through partial closure of its business and resulting discharge/layoff of its employees in order to discourage union activities or membership.

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

United Electrical, Radio, and Machine Workers of America ("UE")

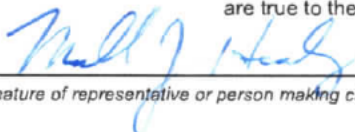
4a. Address (Street and number, city, state, and ZIP code) c/o Mark Meinster 2500 Avenue Stanford Valencia, California 91355	4b. Tel. No. (773)405-3022
	4c. Cell No.
	4d. Fax No.
	4e. e-mail mark.meinster@ueunion.org

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

See Number 3

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.



(signature of representative or person making charge)

Michael J. Healey, Esq.

(Print/type name and title or office, if any)

247 Fort Pitt Blvd. Fourth Floor, Pittsburgh, PA. 15222

Address

Date 9/25/2020

Tel. No. 412-391-7711
Office, if any, Cell No. 412-760-0342
Fax No. 412-281-9509
e-mail mike@unionlawyers.net

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

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September 28, 2020

Mark Meinster, International Representative  
UE Union  
25000 Avenue Stanford  
Valencia, CA 91355-4553

Re: Augie's Management Company d/b/a  
Augie's Coffee House (A California  
Corporation)  
Case 31-CA-262668

Dear Mr. Meinster:

We have docketed the first amended charge that you filed in this case.

**Investigator:** This charge is being investigated by Field Attorney Roufeda S. Ebrahim whose telephone number is (310) 307-7331. If the agent is not available, you may contact Supervisory Field Attorney Joanna Silverman whose telephone number is (310) 307-7309.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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**Procedures:** Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site ([www.nlr.gov](http://www.nlr.gov)). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,

/s/ *Brian D. Gee*

Brian D. Gee  
Acting Regional Director

cc: Michael J. Healy, Esq.  
Healey, Block and Hornack, P.C.  
247 Fort Pitt Blvd., 4th Floor  
Pittsburgh, PA 15222



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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September 28, 2020

Austin Amento, CEO  
Augie's Management Company d/b/a Augie's Coffee (A California Corporation)  
2025 West Park Avenue, Suite 3  
Redlands, CA 92373

Re: Augie's Management Company d/b/a  
Augie's Coffee House (A California  
Corporation)  
Case 31-CA-262668

Dear Mr. Amento:

Enclosed is a copy of the first amended charge that has been filed in this case.

**Investigator:** This charge is being investigated by Field Attorney Roufeda S. Ebrahim whose telephone number is (310) 307-7331. If the agent is not available, you may contact Supervisory Field Attorney Joanna Silverman whose telephone number is (310) 307-7309.

**Presentation of Your Evidence:** As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

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Very truly yours,

/s/ *Brian D. Gee*

Brian D. Gee  
Acting Regional Director

Enclosure: Copy of first amended charge

cc: Bradley E. Neufeld, Attorney at Law  
Varner & Brandt LLP  
3750 University Avenue, Suite 610  
Riverside, CA 92501-3323

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 31

AUGIE’S MANAGEMENT COMPANY  
D/B/A AUGIE’S COFFEE HOUSE

Cases 31-CA-262668 and  
31-CA-266707

and

UNITED ELECTRICAL, RADIO, AND  
MACHINE WORKERS OF AMERICA

**ORDER CONSOLIDATING CASES, CONSOLIDATED  
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 31-CA-262668 and Case 31-CA-266707, which are based on charges filed by United Electrical, Radio, and Machine Workers of America (Union) against Augie’s Management Company d/b/a Augie’s Coffee House (Respondent) are consolidated. This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151, et seq., and Section 102.15 of the Board’s Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. The charges in the above cases were filed by the Union, as set forth in the following table, and served upon Respondent on the dates indicated by U.S. Mail:

Case No.	Amendment	Date Filed	Date Served
31-CA-262668	N/A	July 6, 2020	July 7, 2020
31-CA-262668	First Amended	September 25, 2020	September 28, 2020
31-CA-266707	N/A	September 25, 2020	September 28, 2020



2. (a) At all material times, Respondent has been a California corporation with a warehouse and principal place of business at 2025 W. Park Ave., #4, Redlands, California (Respondent's warehouse) and five coffee shop locations, including three in Redlands, CA; one in Riverside, CA; and one in Claremont, CA, (collectively, Respondent's coffee shops), and has been engaged in the business of roasting coffee and operating coffee shops.

(b) In conducting its operations during the 12-month period ending July 22, 2020, Respondent derived gross revenues in excess of \$500,000.

(c) In conducting its operations during the 12-month period ending July 22, 2020, Respondent sold and shipped from its Redlands, CA facility products, goods, and materials valued in excess of \$5,000 directly to points outside the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) At all material times, (b) (6), (b) (7)(C) has been (b) (6), (b) (7)(C) of Respondent and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

6. Respondent, by (b) (6), (b) (7)(C) about June 26, 2020, in the parking lot at Respondent's warehouse:

(a) solicited employee grievances and made implied promises of benefits by holding a townhall meeting at which employees were invited to raise concerns (the townhall meeting).

(b) engaged in surveillance by telling employees it was going to record the townhall meeting and by demonstrating the recording device to employees.

(c) engaged in surveillance by telling employees (b) (6), (b) (7)(C) would be taking notes of the townhall meeting.

7. About June 26, 2020, Respondent, by (b) (6), (b) (7)(C) in the parking lot at Respondent's warehouse, engaged in surveillance by taking notes of the townhall meeting.

8. Respondent, by (b) (6), (b) (7)(C) :

(a) About June 26, 2020, in the parking lot at Respondent's warehouse, at the townhall meeting, threatened to fire employees raising concerns about working conditions and support for unionizing.

(b) About June 26, 2020, near the parking lot at Respondent's warehouse, interrogated employees about their union support and sympathies.

9. Respondent, by (b) (6), (b) (7)(C)

(a) About June 26, 2020, in the parking lot at Respondent's warehouse, at the townhall meeting, threatened employees that there would be dire consequences for the company because of their union activities.

(b) About June 26, 2020, in the parking lot at Respondent's warehouse, interrogated employees about their union support and sympathies.

(c) About June 30, 2020, in the back kitchen at Respondent's warehouse, interrogated employees about their union activity and sympathies.

(d) About June 30, 2020, in the back kitchen at Respondent's warehouse, threatened to close the business by saying that the company would rather go bankrupt than recognize the Union.

(e) About June 30, 2020, in the back kitchen at Respondent's warehouse, made coercive statements to employees.

10. (a) About July 5, 2020, Respondent, discontinued its business of operating coffee shops and closed its five coffee shop locations, while continuing to operate its warehouse operations.

(b) As a result of the conduct described above in paragraph 10(a), Respondent laid off approximately 51 employees.

(c) Respondent engaged in the conduct described above in paragraph 10(a) and (b) because the employees of Respondent sought to be represented by the Union and to discourage employees from engaging in these activities.

(d) Respondent engaged in the conduct described above in paragraph 10(a) and (b) with the intent and foreseeable effect of chilling union activity of remaining employees working at Respondent's warehouse.

11. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

**INCLUDED:** All full-time and regular part-time employees.

**EXCLUDED:** All other employees, confidential employees, managers, office and clerical employees, professional employees, guards, and supervisors as defined by the Act, as amended.

(b) About June 26, 2020, a majority of the Unit designated the Union as their exclusive collective-bargaining representative.

(c) At all times since about June 26, 2020, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

12. (a) About June 26, 2020, employees, by letter, informed Respondent that a majority of the Unit supported the Union and requested that Respondent recognize the Union as the exclusive collective-bargaining representative of the Unit.

(b) The serious and substantial unfair labor practice conduct described above in paragraphs 6 through 10 is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through a letter and Union petition, would be protected better by issuance of a bargaining order.

(c) The allegations described above in paragraph 12(b) requesting the issuance of a bargaining order are supported by, among other things:

(i) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and are responsible for the unfair labor practices described above in paragraphs 6, 8, 9, and 10;

- (ii) the conduct described above in paragraphs 6 through 10 has not been retracted;
- (iii) there are approximately 51 employees in the Unit described above in paragraph 11;
- (iv) the conduct described above in paragraphs 6, 7, 8(a), and 9(a), was immediately directed at approximately 30 employees;
- (v) the conduct described above in paragraph 10 was immediately directed at approximately 51 employees;
- (vi) all employees learned or were likely to learn of the conduct described above in paragraphs 6 through 10; and
- (vii) the conduct described above in paragraphs 6 through 10 followed immediately on the heels of Respondent's knowledge of the Union's campaign.

13. By the conduct described above in paragraphs 6 through 9, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14. By the conduct described above in paragraph 10, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

15. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 10, the General Counsel seeks an Order requiring Respondent to:

- (i) Recognize and, on request, bargain with the Union as the exclusive collective-bargaining representative of the Unit and, if an understanding is reached, embody the understanding in a signed agreement;
- (ii) within a reasonable time, reopen and restore the business operation of the Respondent as it existed prior to July 2020;
- (iii) within five days of the resumption of the Respondent's business operation as it existed prior to July 2020, offer, in writing, the employees laid off as a result of the closure of the coffee shops (affected employees) immediate and full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without any prejudice to their seniority or any other rights and/or privileges previously enjoyed;
- (iv) within 14 days of the resumption of the Employer's business operation as it existed prior to July 2020, remove from the Respondent's files all references to the layoff of the affected employees;
- (v) make affected employees whole for any loss of earnings and other benefits, less any interim earnings, plus interest compounded daily, suffered as a result of the partial closure;
- (vi) within 14 days of the resumption of the business operation as it existed prior to July 2020, hold a meeting or meetings, at a time when the Employer would customarily hold meetings, scheduled to ensure the widest possible attendance, and have (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) read the Notice to Employees in the presence of a Board agent; and
- (vii) any and all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be **electronically filed with this office on or before December 24, 2020**. Respondent also must serve a copy of the answer on the other parties.

**E-Filing.** Pursuant to Section 102.5(c) of the Board's Rules and Regulations, the answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and

Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on Monday, February 22, 2021, at 1:00 p.m. at 11500 West Olympic Boulevard, Suite 600, Los Angeles, CA 90064 in an available hearing room or in a location or manner, including Zoom videoconferencing, otherwise ordered by the Administrative Law Judge, and on consecutive days thereafter until concluded, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 10, 2020

A handwritten signature in black ink that reads "Mori Rubin". The signature is written in a cursive, flowing style.

Mori Rubin, Regional Director  
National Labor Relations Board, Region 31  
11500 W. Olympic Blvd., Suite 600  
Los Angeles, CA 90064-1753

Attachments



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 31**

**AUGIE'S MANAGEMENT COMPANY D/B/A  
AUGIE'S COFFEE HOUSE**

**and**

**Cases 31-CA-262668 and  
31-CA-266707**

**UNITED ELECTRICAL, RADIO, AND MACHINE  
WORKERS OF AMERICA**

**AFFIDAVIT OF SERVICE OF: ORDER CONSOLIDATING CASES, CONSOLIDATED  
COMPLAINT AND NOTICE OF HEARING (with forms NLRB-4338 and NLRB-4668  
attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on December 10, 2020, I served the above-entitled document(s) by **E-Issuance**, as noted below, upon the following persons, addressed to them at the following addresses:

Austin Amento, CEO  
Augie's Management Company d/b/a Augie's  
Coffee (A California Corporation)  
2025 West Park Avenue, Suite 3  
Redlands, CA 92373

*By E-Issuance: austin@augiescoffeehouse.com*

Bradley E. Neufeld, Attorney at Law  
Varner & Brandt LLP  
3750 University Avenue, Suite 610  
Riverside, CA 92501-3323

*By E-Issuance: bradley.neufeld@varnerbrandt.com*

Mark Meinster, International Representative  
United Electrical, Radio, and Machine  
Workers of America ("UE")  
25000 Avenue Stanford  
Valencia, CA 91355-4553

*By E-Issuance: mark.meinster@ueunion.org*

Michael J. Healy, ESQ.  
Healey, Block and Hornack, P.C.  
247 Fort Pitt Blvd., 4th Floor  
Pittsburgh, PA 15222

*By E-Issuance: mike@unionlawyers.net*

December 10, 2020

Date

Kari Kolb, Designated Agent of NLRB

Name  
*/s/ Kari Kolb*

Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Cases 31-CA-262668 and  
31-CA-266707

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Austin Amento, CEO  
Augie's Management Company d/b/a Augie's  
Coffee (A California Corporation)  
2025 West Park Avenue, Suite 3  
Redlands, CA 92373

*By E-Issuance: austin@augiescoffeehouse.com*

Bradley E. Neufeld, Attorney at Law  
Varner & Brandt LLP  
3750 University Avenue, Suite 610  
Riverside, CA 92501-3323

*By E-Issuance: bradley.neufeld@varnerbrandt.com*

Mark Meinster, International Representative  
United Electrical, Radio, and Machine  
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Valencia, CA 91355-4553

*By E-Issuance: mark.meinster@ueunion.org*

Michael J. Healy, ESQ.  
Healey, Block and Hornack, P.C.  
247 Fort Pitt Blvd., 4th Floor  
Pittsburgh, PA 15222

*By E-Issuance: mike@unionlawyers.net*

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2  
3 **UNITED STATES OF AMERICA**  
4 **BEFORE THE NATIONAL LABOR RELATIONS BOARD**  
5 **REGION 31**

6  
7 **AUGIE'S MANAGEMENT COMPANY**  
8 **D/B/A AUGIE'S COFFEE HOUSE**

Case 31-CA-262668 and  
Case 31-CA-266707

9 and

10  
11 **UNITED ELECTRICAL, RADIO, AND**  
12 **MACHINE WORKERS OF AMERICA**

13  
14 **ANSWER**

15 Respondent Augie's Management Company d/b/a Augie's Coffee House ("Augie's Coffee  
16 House"), by their undersigned attorneys, for their Answer to the Complaint and Notice of Hearing  
17 ("Complaint") filed by the Regional Director of the National Labor Relations Board ("NLRB"),  
18 Region 31, states as follows:

19 **GENERAL DENIAL**

20 Except as otherwise expressly stated herein, Augie's Coffee House denies each and every  
21 allegation contained in the Complaint, including, without limitation, any allegations contained in  
22 the Complaint, and Augie's Coffee House specifically denies that it violated the National Labor  
23 Relations Act ("NLRA") in any of the manners alleged in the Complaint or in any other manner.  
24 Augie's Coffee House expressly reserves the right to seek to amend and/or supplement its Answer  
25 as may be necessary.

26 **DEFENSES**  
27  
28

Without assuming any burden of proof, persuasion or production not otherwise legally assigned to it as to any element of the claims alleged in the Complaint, Augie's Coffee House asserts the following defenses:

1. The Complaint and each purported claim for relief stated therein fail to allege facts sufficient to state a claim upon which relief may be granted.

2. The Complaint does not state facts sufficient to constitute an unfair labor practice or a violation of the NLRA.

3. The statements cited in Paragraphs 6-9 of the Complaint are protected statements under Section 8(c) of the NLRA and under the First Amendment to the United States Constitution and are not admissible to show any violation of the NLRA.

4. Augie's Coffee House has not violated Section 8(a)(3) of the NLRA as it has not discriminated in the hire, wages, tenure, or terms or conditions of employment of any employee.

5. Augie's Coffee House has not violated Section 8(a)(1) of the NLRA as it has not interfered with, restrained, or coerced employees represented by the Union in the exercise of their rights protected by the NLRA.

6. The reason Augie's Coffee House shut down its coffee shop operations was due to its concerns for the health and safety of its employees and customers related to COVID-19.

7. Some or all of the claims asserted in the Complaint are barred by the six-month statute of limitations set forth in Section 10(b) of the NLRA.

8. Augie's Coffee House alleges that, assuming, *arguendo*, any allegation in the Complaint is found to be a violation, it is a *de minimis* violation that does not warrant the issuance of a bargaining order.

9. Augie's Coffee House alleges that, assuming, *arguendo*, any allegation in the Complaint is found to be a violation, it is a *de minimis* violation that does not warrant the issuance of the reopening/restoration of its business operations.

10. Augie's Coffee House alleges that, assuming, *arguendo*, any allegation in the Complaint is found to be a violation, it is a *de minimis* violation that does not warrant the issuance of the reinstatement of the affected employees to their former jobs.

11. Augie's Coffee House alleges that, assuming, *arguendo*, any allegation in the Complaint is found to be a violation, it is a *de minimis* violation that does not warrant the issuance of the removal of the files referencing the layoff of the affected employees.

12. Augie's Coffee House alleges that, assuming, *arguendo*, any allegation in the Complaint is found to be a violation, it is a *de minimis* violation that does not warrant the issuance of making the employees whole for any alleged loss of earnings and other benefits.

13. Augie's Coffee House alleges that, assuming, *arguendo*, any allegation in the Complaint is found to be a violation, it is a *de minimis* violation that does not warrant the issuance of any other relief.

Augie's Coffee House reserves the right to raise any additional defenses not asserted herein of which they may become aware through investigation, as may be appropriate at a later time.

**RESPONSE TO SPECIFIC ALLEGATIONS OF THE COMPLAINT**

AND NOW, incorporating the foregoing, Augie's Coffee House states as follows in response to the specific allegations of the Complaint:

Preamble: Augie's Coffee House admits that Case 31-CA-262668 and Case 31-CA-266707, which were consolidated by the NLRB were based on charges filed by United Electrical Radio, and Machine Workers of America ("Union") against Augie's Coffee House.

1. Augie's Coffee House admits the filing and service allegations in Paragraph 1.

2. (a) Despite the allegations in Paragraph 2(a) being vague as to time, Augie's Coffee House admits the allegations.

(b) Augie's Coffee House admits the allegations in Paragraph 2(b).

(c) Augie's Coffee House admits the allegations in Paragraph 2(c).

3. Despite the allegations in Paragraph 3 being vague as to time, Augie's Coffee House admits the allegations.

4. The allegation is vague as to time. Moreover, Augie's Coffee House lacks information and knowledge sufficient to form a belief as to the allegations of Paragraph 4, except to admit that the Union is a labor organization.

1           5.       (a) Despite the allegations in Paragraph 5(a) being vague as to time, Augie's Coffee  
2 House admits the identified individuals are or were either agents or supervisors, and that they held  
3 the listed positions.

4                       (b) Despite the allegations in paragraph 5(b) being vague as to time, Augie's Coffee  
5 House admits that (b) (6), (b) (7)(C) has been (b) (6), (b) (7)(C) of Augie's Coffee House.

6           6.       Augie's Coffee House admits the allegations in the introductory sentence of  
7 Paragraph 6 that (b) (6), (b) (7)(C) was in the parking lot at Augie's Coffee House's warehouse on  
8 or about June 26, 2020. As to the lettered subparagraphs:

9                       (a) Augie's Coffee House denies the allegations of Paragraph 6(a), except to admit  
10 that a townhall meeting was held with employees.

11                      (b) Augie's Coffee House denies the allegations of Paragraph 6(b), except to admit  
12 that there was an attempt to record the townhall meeting.

13                      (c) Augie's Coffee House denies the allegations of Paragraph 6(c), except to admit  
14 that (b) (6), (b) (7)(C) took some notes of the townhall meeting.

15           7.       Augie's Coffee House denies the allegations of Paragraph 7, except to admit that  
16 (b) (6), (b) (7)(C) took some notes of the townhall meeting on or about June 26, 2020.

17           8.       (a) Augie's Coffee House denies the allegations of Paragraph 8(a), except to admit  
18 that (b) (6), (b) (7)(C) was in the parking lot of Augie's Coffee House's warehouse at the townhall  
19 meeting on or about June 26, 2020.

20                      (b) Augie's Coffee House denies the allegations of Paragraph 8(b), except to admit  
21 that (b) (6), (b) (7)(C) was in the parking lot of Augie's Coffee House's warehouse at the townhall  
22 meeting on or about June 26, 2020.

23           9.       (a) Augie's Coffee House denies the allegations of Paragraph 9(a), except to admit  
24 that (b) (6), (b) (7)(C) was in the parking lot of Augie's Coffee House's warehouse at the townhall  
25 meeting on or about June 26, 2020.

26                      (b) Augie's Coffee House denies the allegations of Paragraph 9(b), except to admit  
27 that (b) (6), (b) (7)(C) was in the parking lot of Augie's Coffee House's warehouse at the townhall  
28 meeting on or about June 26, 2020.



1 (c) Augie's Coffee House denies the allegations of Paragraph 9(c), except to admit  
2 that (b) (6), (b) (7)(C) was in the back kitchen of Augie's Coffee House's warehouse on or about June  
3 30, 2020.

4 (d) Augie's Coffee House denies the allegations of Paragraph 9(d), except to  
5 admit that (b) (6), (b) (7)(C) was in the back kitchen of Augie's Coffee House's warehouse on or  
6 about June 30, 2020.

7 (e) Augie's Coffee House denies the allegations of Paragraph 9(d), except to  
8 admit that (b) (6), (b) (7)(C) was in the back kitchen of Augie's Coffee House's warehouse on or  
9 about June 30, 2020.

10 10. (a) Augie's Coffee House admits the allegations in Paragraph 10(a).

11 (b) The allegations contained in Paragraph 10(b) state legal conclusions for which  
12 no response is required, but to the extent a response is required, Augie's Coffee House admits that  
13 approximately 51 employees were laid off.

14 (c) The allegations contained in Paragraph 10(c) state legal conclusions for which  
15 no response is required, but to the extent a response is required, Augie's Coffee House denies the  
16 allegations in Paragraph 10(c).

17 (d) The allegations contained in Paragraph 10(d) state legal conclusions for which  
18 no response is required, but to the extent a response is required, Augie's Coffee House denies the  
19 allegations in Paragraph 10(d).

20 11. (a) The allegations contained in Paragraph 11(a) state legal conclusions for which  
21 no response is required, but to the extent a response is required, Augie's Coffee House denies the  
22 allegations in Paragraph 11(a).

23 (b) Augie's Coffee House lacks sufficient information to admit or deny the  
24 allegations in Paragraph 11(b), and therefore denies the allegations.

25 (c) Augie's Coffee House lacks sufficient information to admit or deny the  
26 allegations in Paragraph 11(b), and therefore denies the allegations.

27 12. (a) Augie's Coffee House denies the allegations in Paragraph 12(a).  
28

(b) The allegations contained in Paragraph 12(b) state legal conclusions for which no response is required, but to the extent a response is required, Augie's Coffee House denies the allegations in Paragraph 12(b). Specifically, Augie's Coffee House denies the allegation that a bargaining order should be issued.

(c) Augie's Coffee House denies the allegations in the introductory sentence in Paragraph 12(c). As to the numbered subparagraphs:

(i) The allegations contained in Paragraph 12(c)(i) state legal conclusions for which no response is required, but to the extent a response is required, Augie's Coffee House denies the allegations in Paragraph 12(c)(i), except to admit that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C)

(ii) The allegations contained in Paragraph 12(c)(ii) state legal conclusions for which no response is required, but to the extent a response is required, Augie's Coffee House denies the allegations in Paragraph 12(c)(ii).

(iii) Augie's Coffee House admits to the allegations contained in Paragraph 12(c)(iii).

(iv) Augie's Coffee House denies the allegations in Paragraph 12(c)(iv).

(v) The allegations contained in Paragraph 12(c)(v) state legal conclusions for which no response is required, but to the extent a response is required, Augie's Coffee House denies the allegations in Paragraph 12(c)(v).

(vi) Augie's Coffee House denies the allegations in Paragraph 12(c)(vi).

(vii) The allegations contained in the second Paragraph 12(c)(vii) state legal conclusions for which no response is required, but to the extent a response is required, Augie's Coffee House denies the allegations in the second Paragraph 12(c)(vii). Specifically, Augie's Coffee House denies that inference that any alleged conduct by Augie's Coffee House was because of the Union's campaign.

13. The allegations contained in Paragraph 13 state legal conclusions for which no response is required, but to the extent a response is required, Augie's Coffee House denies the allegations in Paragraph 13.



1           14.     The allegations contained in Paragraph 14 state legal conclusions for which no  
2 response is required, but to the extent a response is required, Augie's Coffee House denies the  
3 allegations in Paragraph 14.

4           15.     The allegations contained in Paragraph 15 state legal conclusions for which no  
5 response is required, but to the extent a response is required, Augie's Coffee House denies the  
6 allegations in Paragraph 15.

7           Prayer: The allegations contained in the Prayer state legal conclusions for which no  
8 response is required, but to the extent a response is required, Augie's Coffee House denies the  
9 remedies requested in the Prayer are appropriate in the Prayer.

10          WHEREFORE, Augie's Coffee House requests that the Complaint be dismissed in its  
11 entirety.

12  
13          Dated: December 23, 2020

Respectfully Submitted,

14          VARNER & BRANDT LLP

15  
16          By: 

17          Bradley E. Neufeld  
18          Matthew B. Neufeld  
19          VARNER & BRANDT LLP  
20          3750 University Ave., Ste. 610  
21          Riverside, CA 92501  
22          Tel: (951) 274-7777  
23          Fax: (951) 274-7770

24          Attorneys for AUGIE'S MANAGEMENT  
25          COMPANY D/B/A AUGIE'S COFFEE  
26          HOUSE  
27  
28

**CERTIFICATE OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

I, the undersigned, declare:

I am employed in the County of Riverside, State of California. I am over the age of 18 years and not a party to the within action; my business address is: 3750 University Avenue, Suite 610, Riverside, CA 92501. On January 25, 2021, I served copies of the within documents described as **ANSWER TO COMPLAINT** on the interested parties in this action in a sealed envelope addressed as follows:

**SEE ATTACHED SERVICE LIST**

- ☐ **BY MAIL** - I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on the same day in the ordinary course of business, with postage thereon fully prepaid at Riverside. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE** - I caused such envelope to be delivered by hand to the offices of the addressee pursuant to C.C.P. § 1011.
- ☐ **BY EXPRESS MAIL/OVERNIGHT DELIVERY** - I caused such envelope to be delivered by hand to the office of the addressee via overnight delivery pursuant to C.C.P. § 1013(c), with delivery fees fully prepaid or provided for.
- ☐ **BY FACSIMILE** - I caused such document to be delivered to the office of the addressee via facsimile machine pursuant to C.C.P. § 1013(e). Said document was transmitted to the facsimile number of the office of the addressee from the office of Varner & Brandt, LLP, in Riverside, on the date set forth above. The facsimile machine I used complied with California Rules of Court, Rule 2003(3) and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2009(i), I caused the machine to print a record of the transmittal, a copy of which is attached to this declaration.
- ☒ **BY ELECTRONIC/EMAIL** - I caused such document to be delivered to the office of the addressee via electronic e-mail pursuant to C.C.P. § 1013(a). Said document was transmitted to the email address of that office which is listed on the below Service List. Said document was served electronically and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 23, 2020, at Riverside, California.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SERVICE LIST

Mori Rubin, Regional Director  
National Labor Relations Board, Region 31  
11500 W. Olympic Blvd., Suite 600  
Los Angeles, CA 90064-1753

Austin Amento, CEO  
Augie's Management Company d/b/a Augie's  
Coffee (A California Corporation)  
2025 West Park Avenue, Suite 3  
Redlands, CA 92373  
austin@augiescoffeehouse.com

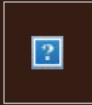
Mark Meinster, International Representative  
United Electrical, Radio, and Machine  
Workers of America ("UE")  
25000 Avenue Stanford  
Valencia, CA 91355-4553  
mark.meinster@ueunion.org

Michael J. Healy, ESQ.  
Healey, Block and Hornack, P.C.  
247 Fort Pitt Blvd., 4th Floor  
Pittsburgh, PA 15222  
mike@unionlawyers.net

Roufeda S. Ebrahim, Field Attorney  
National Labor Relations Board, Region 31  
11500 W. Olympic Blvd.  
Suite 600  
Los Angeles, CA 90064  
Roufeda.Ebrahim@nrlrb.gov

**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800399001426  
**Date:** Tuesday, January 26, 2021 7:26:45 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 04:24 PM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800399001426](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

SUB 31-CA-262668



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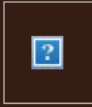
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800399759994  
**Date:** Tuesday, January 26, 2021 9:27:26 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 06:20 PM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800399759994](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

SUB 31-CA-262668



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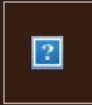
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800396153367  
**Date:** Tuesday, January 26, 2021 10:52:13 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 07:50 PM

**Left At:** PORCH



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800396153367](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

SUB 31-CA-262668

**Reference Number:**

LMG



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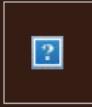
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800399972584  
**Date:** Tuesday, January 26, 2021 1:57:48 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 10:56 AM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800399972584](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

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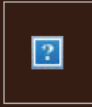
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800397485659  
**Date:** Tuesday, January 26, 2021 2:36:39 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 11:35 AM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800397485659](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

SUB 31-CA-262668

**Reference Number:**

LMG



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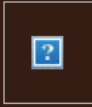
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800395321632  
**Date:** Tuesday, January 26, 2021 2:36:41 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 11:35 AM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800395321632](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

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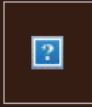
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800396410418  
**Date:** Tuesday, January 26, 2021 3:35:41 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 12:34 PM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800396410418](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

SUB 31-CA-262668



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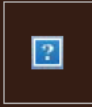
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800398964602  
**Date:** Tuesday, January 26, 2021 4:50:06 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 01:48 PM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800398964602](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

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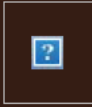
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800396235046  
**Date:** Tuesday, January 26, 2021 5:08:34 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Tuesday, 01/26/2021

**Delivery Time:** 02:06 PM

**Left At:** RECEIVER

**Signed by:** AMENTO



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800396235046](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

SUB 31-CA-262668

**Reference Number:**

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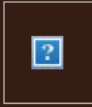
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800397258378  
**Date:** Wednesday, January 27, 2021 7:30:49 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Wednesday, 01/27/2021

**Delivery Time:** 04:24 PM

**Left At:** FRONT DOOR



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## NATIONAL LABOR RELATIONS BOARD

**Tracking Number:**

[1ZA40E800397258378](#)

**Ship To:**

(b) (6), (b) (7)(C)

**Number of Packages:**

1

**UPS Service:**

UPS Ground

**Package Weight:**

1.0 LBS

**Reference Number:**

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SAN FRANCISCO DIVISION OF JUDGES**

**AUGIE'S MANAGEMENT COMPANY  
D/B/A AUGIE'S COFFEE HOUSE**

**Cases: 31-CA-262668  
31-CA-266707**

**and**

**UNITED ELECTRICAL, RADIO, AND MACHINE  
WORKERS OF AMERICA**

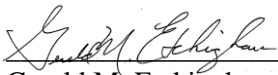
**ORDER APPOINTING SETTLEMENT JUDGE**

Pursuant to a request from the parties in the cases referenced above, set to begin hearing on February 22, 2021 via Zoom for Government video conferencing, the Associate Chief Administrative Law Judge in San Francisco, as part of the trial assignment process, has determined that it is desirable to appoint a settlement judge in this case.

Now, therefore, Administrative Law Ira Sandron is hereby appointed as Settlement Judge in this case and has the duties and powers set forth in the Board's Rules and Regulations Section 102.35(b) respecting settlement judges.

Judge Sandron will conduct settlement negotiations in the case referenced above, for a term starting today, *Thursday, January 28, 2021, through the close of business on, Tuesday, February 9, 2021*, unless Judge Sandron extends this appointment on his own.

Dated: January 28, 2021

  
\_\_\_\_\_  
Gerald M. Etchingham,  
Associate Chief  
Administrative Law Judge

*Served by email upon the following:*

**For the NLRB**

Amanda Laufer, Esq.  
Email: amanda.laufer@nlrb.gov

Roufeda S Ebrahim, Esq.  
Email: roufeda.ebrahim@nlrb.gov

**For the Respondent**

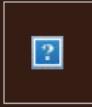
Bradley E. Neufeld, Attorney at Law  
Email: bradley.neufeld@varnerbrandt.com

**For the Charging Party**

Michael J. Healey Esq.  
Email: mike@unionlawyers.net

**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800394636474  
**Date:** Wednesday, February 3, 2021 2:14:47 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Wednesday, 02/03/2021

**Delivery Time:** 11:13 AM

**Left At:** OTHER-RELEAS



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## NATIONAL LABOR RELATIONS BOARD

<b>Tracking Number:</b>	<a href="#">1ZA40E800394636474</a>
<b>Ship To:</b>	AUGIE'S MANAGEMENT COMPANY 1300 LONE START CT CALIMESA, CA 923201501 US
<b>Number of Packages:</b>	1
<b>UPS Service:</b>	UPS Ground
<b>Package Weight:</b>	1.0 LBS
<b>Reference Number:</b>	SUB 31-CA-262668
<b>Reference Number:</b>	LMG



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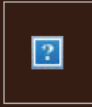
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**From:** [UPS](#)  
**To:** [Gonzales, Lisa](#)  
**Subject:** UPS Delivery Notification, Tracking Number 1ZA40E800391713869  
**Date:** Thursday, February 4, 2021 4:54:15 PM

---



## Hello, your package has been delivered.

**Delivery Date:** Thursday, 02/04/2021

**Delivery Time:** 01:52 PM

**Left At:** RECEIVER

**Signed by:** AMENTO

## NATIONAL LABOR RELATIONS BOARD

<b>Tracking Number:</b>	<a href="#">1ZA40E800391713869</a>
<b>Ship To:</b>	AUGIE'S MANAGEMENT COMPANY 2025 W PARK AVE, STE 4 REDLANDS, CA 923736274 US
<b>Number of Packages:</b>	1
<b>UPS Service:</b>	UPS Ground
<b>Package Weight:</b>	1.0 LBS
<b>Reference Number:</b>	SUB 31-CA-262668
<b>Reference Number:</b>	LMG



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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 31**

**AUGIE'S MANAGEMENT COMPANY  
D/B/A AUGIE'S COFFEE HOUSE**

**and**

**Cases 31-CA-262668 and  
31-CA-266707**

**UNITED ELECTRICAL, RADIO, AND  
MACHINE WORKERS OF AMERICA**

**ORDER RESCHEDULING HEARING**

**IT IS ORDERED** that the hearing in the captioned matter, which was set for February 22, 2021, at 1:00 p.m., is hereby rescheduled to May 3, 2021, at 1:00 p.m. at 11500 West Olympic Blvd., Suite 600, Los Angeles, California 90064, in an available hearing room or in a location or manner, including Zoom videoconferencing, otherwise ordered by the Administrative Law Judge, to permit the parties to engage in further settlement discussions. The hearing will continue on consecutive days until concluded.

Dated: February 12, 2021



---

BRIAN D. GEE  
ACTING REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 31  
11500 W OLYMPIC BLVD., SUITE 600  
Los Angeles, CA 90064-1753

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 31**

**AUGIE'S MANAGEMENT COMPANY  
D/B/A AUGIE'S COFFEE HOUSE**

**and**

**Cases 31-CA-262668 and  
31-CA-266707**

**UNITED ELECTRICAL, RADIO, AND  
MACHINE WORKERS OF AMERICA**

**ORDER POSTPONING HEARING INDEFINITELY**

**IT IS ORDERED** that the hearing in the captioned matter, which was set for May 3, 2021, at 1:00 p.m., is hereby postponed indefinitely due to settlement discussions.

Dated: April 9, 2021



---

**BRIAN D. GEE  
ACTING REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 31  
11500 W. OLYMPIC BLVD., SUITE 600  
LOS ANGELES, CA 90064-1753**

**NON-BOARD SETTLEMENT AGREEMENT**  
**AND GENERAL RELEASE OF ALL CLAIMS**

This full and final Non-Board Settlement Agreement and General Release of All Claims (“Agreement”) is made by and between the United Electrical, Radio and Machine Workers of America (“UE”) and Augie’s Management Company, dba Augie’s Coffee House (“Augie’s”).

Whereas UE has filed unfair labor practice charges against Augie’s with the NLRB at Region 31, Cases 31-CA-262668 and 31-CA-266707;

Whereas, the Parties desire to resolve and end any and all matters at issue between them; and,

Whereas, it is acknowledged and agreed that this Agreement is intended to include a general release of all claims that are known, anticipated or disclosed, but also claims that are unknown, unanticipated and undisclosed that have arisen as of the date of this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Consideration.** In consideration for the General Release of Any and All Claims for damages existing as of the execution of this Agreement, whether asserted in the aforesaid NLRB proceedings or not, Augie’s agrees that it will pay a total of (b) (6), (b) (7)(C), (b) (4) for former Augie’s employees (hereinafter “Former Employees”) who were laid off in July of 2020. See Attachment A. The UE will identify the Former Employees and the amounts to be paid from the (b) (6), (b) (7)(C), (b) (4). To the extent that the UE is unable to contact certain Former Employees within sixty (60) days of the receipt of Augie’s check to the UE’s attorney’s trust account and checks for those Former Employees will be voided and the gross amounts will be evenly distributed between the remaining Former Employees who will be issued new checks for the remaining amount. (Augie’s will be provided copies of all checks issued to Former Employees.) Under no circumstances will the gross pay amount issued to Former Employees exceed (b) (6), (b) (7)(C), (b) (4).

Further, Augie’s agrees not to assert any claims against the Former Employees and UE for defamation.

In further consideration of this Agreement, (b) (6), (b) (7)(C) agrees to write a letter to the District Attorney requesting withdrawal of any charges filed against (b) (6), (b) (7)(C) in relation to (b) (6), (b) (7)(C) allegedly stealing items or information from Augie's.

2. **Payment Terms.** Augie's will issue a check for (b) (6), (b) (7)(C), (b) (4) payable to the UE's attorney's trust account. As a condition of receiving the checks, the Former Employees will be required to sign a Settlement Agreement and General Release of All Claims in substantially similar form to Attachment B. Monies received by Former Employees constitute taxable income. Former Employees will be issued 1099 forms and will be responsible for payment of any and all taxes.
3. **Time for Payment.** The check from Augie's will be issued within fourteen (14) days following the UE's execution of the Agreement, and at least ten (10) days following Augie's attorney's receipt of the executed Agreement.
4. **No Fault/Liability.** The General Release of All Claims is given as part of a settlement of the aforesaid NLRB matters and all other pending or potential claims specific to the NLRB matters and/or Augie's, and that the payment hereunder shall not be construed as an admission of liability of any kind on the part of any parties to this Agreement. Instead, the Parties acknowledge that this Agreement should be construed as and constitutes a good faith settlement of differences between the Parties.
5. **Confidentiality.** It is agreed that the Parties and the Former Employees shall not publicly disclose the financial terms of this Agreement. Disclosure of financial terms may be made, however, to the Parties' chosen family member, financial and/or tax advisor(s), and the Parties' officers, representatives, directors, and agents, as is necessary and appropriate. As to all such persons to whom disclosure is made, the Parties shall inform them of the confidentiality requirement and request that they likewise maintain the confidentiality of the financial terms of this Agreement and the financial terms under which the claims were resolved. The Parties shall not disclose any financial information relating to this settlement to any other individual, organization, agency or entity for any reason, including use in future litigation by any party, except where required by statute, regulation, or order of a court of competent jurisdiction upon its own initiative under penalty of sanction, fine or otherwise.

6. **Non-Defamation.** The Parties agree not to make defamatory comments to customers, potential customers, competitive business, the media, professional colleagues, or to any other members of the public concerning each other or Augie's business.
7. **UE Release.** The UE agrees that by entering into this Agreement, it will not pursue future legal action against Augie's arising out of the events occurring prior to execution of this Agreement.
8. **Releases.** UE, on behalf of itself, its employees, its members, Augie's Former Employees, its administrators, its successors and its assigns, hereby unconditionally releases and discharges (hereinafter "UE and/or its agents") Augie's and their predecessors, successors, assigns, affiliates, parents, shareholders, directors, officers, representatives, agents, attorneys and employees (collectively "Releases" and individually the "Release") from any and all claims, including claims for attorney's fees and costs, charges, actions, causes of action, demands, damages, and liabilities of any kind or character, in law or equity, known or unknown, suspected or unsuspected, past or present, that he ever had, may now have, or may later assert against Augie's, relating to facts arising prior to the execution of the Agreement.

UE and/or its agents understand and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such Section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

9. **Releases Excluded.** The above General Release of All Claims in this Agreement excludes any claims that, by law, may not be released including, but not limited to, claims Former Employees may have for unemployment benefits, workers' compensation benefits, state disability benefits, any benefits that are vested. Additionally, nothing in this Agreement restricts or prevents Former Employees from filing a charge or complaint, providing testimony, or otherwise participating in any investigation or proceeding conducted by a

local, State, or Federal administrative agency, including, but not limited to, the Equal Employment Opportunity Commission (“EEOC”) and the National Labor Relations Board (“NLRB”). However, to the maximum extent permitted by law, UE and/or its agents agree that if such an administrative claim is made, UE and/or its agents shall not be entitled to recover any individual monetary relief or other individual remedies against Augie’s or the Released Parties, relating to facts arising prior to the execution of the Agreement. Also excluded are any rights or claims of the Parties that arise after the effective date of this Agreement.

10. **No Outstanding Claims.** UE covenants that, except for the above-captioned matters, which were filed with the NLRB, it has not filed any claim, action or grievance against Augie’s with any local, State or Federal government body, agency, court or insurance provider.
11. **Notice.** This Agreement shall be emailed to the employees listed in Attachment A.
12. **Withdrawal Order.** It is further understood and agreed that upon finalization of settlement, the UE shall confirm with the NLRB that UE seeks to withdraw/discontinue the aforementioned NLRB charges and that the matters have been settled.
13. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings.
14. **No Modification.** It is further understood and agreed that this Agreement may not be modified by any subsequent agreement unless the modifying agreement is in writing, specifically references this Agreement, is signed by the Parties.
15. **No Waiver.** It is further understood and agreed that no waiver or failure to enforce any condition or provision of this Agreement will be deemed to be a continuing waiver of the same or any other condition or provision of this Agreement.
16. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

UNITED ELECTRICAL, RADIO AND  
MACHINE WORKERS OF AMERICA

Mark Meiner  
United Electrical, Radio and Machine Workers  
of America Authorized Representative

AUGIE'S MANAGEMENT COMPANY  
dba AUGIE'S COFFEE HOUSE

(b) (6), (b) (7)(C)

Date: 4/5/21

Michael Healey  
United Electrical, Radio and Machine Workers  
of America Attorney: Michael Healey

Date: 4/5/21

Date: 4/6/2021

Bradley Neufeld  
Augie's Attorney: Bradley Neufeld

Date: 4/6/2021

## Attachment A

2013. A copy of the July 4, 2020, notification laying-off employees and a list of the recipients' full names, job titles and work locations at the time .

[illegible]



(b) (6), (b) (7)(C)

Requested by: (b) (5), (b)

# **ATTACHMENT B**

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and General Release of All Claims (hereinafter “Agreement”) is made and entered into between AUGIE’S MANAGEMENT COMPANY dba AUGIE’S COFFEE HOUSE (hereinafter “Employer”) and [EMPLOYEE’S FULL NAME] (hereinafter “Employee”), and is made in light of the following:

1. Employee was employed by Augie’s Coffee House. Following settlement discussions, the parties hereto have agreed to settle any and all disputes, now in existence, or arising in the future between Employer and Employee, regarding the employment of Employee and the termination thereof, relating to facts arising prior to the execution of the Agreement.

2. The parties hereto acknowledge that each have denied, and continue to deny, any claims asserted by the other, but that Employer and Employee desire to bring this matter and any related matters to a conclusion and to avoid further incurring of costs and expenses incident to their prosecution and defense. Therefore, the parties make this Agreement, expressly recognizing that the making of this Agreement does not in any way constitute an admission of wrongdoing or liability on the part of either party.

3. In consideration of this Agreement, the Employer has agreed to pay a total of (b) (6), (b) (7)(C), (b) (4) to be distributed to former employees of the Employer to be deposited into attorney’s trust account for the United Electrical, Radio and Machine Workers of America. This amount will be divided evenly among former employees of Employer who were laid off on or about July 5,

2020. Employee will initially receive a total of (b) (6), (b) (7)(C) from this fund and an additional amount, if monies are remaining in the fund after the initial distribution, to be divided equally among the employees, remaining in the fund after the initial distribution has been made. Employee acknowledges that Employer has paid all wages due, and that any consideration offered as part of the agreement is above and beyond what was owed and paid. Employee acknowledges that the income received is taxable and that s/he will be responsible for payment of any taxes owed on income received which will be reported on an IRS 1099 form that will be issued.

4. In consideration of the foregoing, Employee, on behalf of himself or herself, his or her relatives, heirs, estate, executors, administrators, successors and assigns, does fully release and discharge Employer, its officers, directors, agents, employees, attorneys, subsidiaries, affiliated entities, successors and assigns (hereinafter "Employer and/or its Agents") from all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character relating to facts arising prior to the execution of the Agreement, including, but not limited to, any actions, causes of action, claims, judgments, obligations, damages, or liabilities relating to his or her employment with Employer, and the causes, procedures and circumstances surrounding the termination of his or her employment with Employer, including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort or any federal, state, or local statute or regulation, including, but not limited to, violation of First Amendment, defamation, invasion of privacy, interference with prospective economic advantage, intentional or negligent infliction of emotional distress, employment discrimination under Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, the Genetic Information Non-Discrimination Act, the California Fair Employment and Housing Act, the California Labor Code, or under any other applicable

federal, state or local fair employment laws on the basis of race, color, sex, national origin, religion, age, handicap, disability, medical condition, marital status, sexual orientation, genetic characteristics, gender identity, gender expression, military and veteran status or other protected class, and/or violation of any other statutes, rules, regulations or ordinances, whether federal, state or local.

Employee represents and warrants that s/he has not assigned any such action, cause of action, claim, judgment, obligation, damage, or liability or authorized any other person or entity to assert such on his or her behalf. Further, Employee agrees that under this Agreement, s/he waives any claim for damages incurred at any time after the date of this Agreement because of alleged continuing effects of any alleged unlawful acts or omissions involving Employer and/or its Agents which occurred on or before the date of this Agreement and any right to sue for injunctive relief against the alleged continuing effects of alleged acts or omissions occurring prior to the date of this Agreement.

5. Notwithstanding paragraph 4, released claims shall not include any claims based on obligations created by or reaffirmed in this Agreement.

6. Employee understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such Section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. Employee agrees to withdraw, with prejudice, claims before the National Labor Relations Board and California Division of Labor Standards Enforcement. Further, Employee agrees not to initiate, or proceed with, any actions, causes of action, claims, etc. that could be or that have been asserted against Employer and/or its Agents arising out of his or her employment with Employer or the termination thereof, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc. are, or become, pending in any forum, whatsoever, Employee agrees to disclose such and to execute all documents necessary for the withdrawal of such actions, causes of action, claims, etc., with prejudice, forthwith.

Further, Employee specifically represents that s/he will not in the future participate in, instigate, provide information in connection with (unless required by law to do so) or otherwise assist any other person or entity in any dispute or litigation by any party, person or entity in any state or federal court or in any proceeding before any local, state or federal agency or body, regarding events occurring prior to the date this Agreement is fully executed, claiming that Employer and/or its agents have violated any local, state or federal laws, statutes, ordinances or regulations, or any other wrongful conduct based upon events occurring prior to the date of the execution of this Agreement. Nothing in this Agreement waives Employee's right to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Employer and/or its agents, when the Employee has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the legislature.

8. Employee represents and agrees that s/he will keep the financial terms of this Agreement completely confidential, s/he will not hereafter disclose any information concerning this Agreement to anyone other than his or her immediate family and professional representatives

who will be informed of and agree to be bound by this confidentiality clause. Disclosure of the financial terms of this Agreement shall constitute a material breach of this Agreement.

9. Employee and Employer agree that they will not make any defamatory comments about each other, whether written, oral or electronic. In particular, they agree they will make no public or private statements, including, but not limited to, press releases, statements to vendors, journalists, employees, prospective employers, interviews, editorials, commentaries, blogs, speeches or conversations that defame the other.

10. Should either party to this Agreement commence any legal action or proceeding against the other to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

11. If any provision of this Agreement, or its application to any person, place or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement, and such provision as applied to other persons, places and circumstances, shall remain in full force and effect.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The parties further agree that facsimile or scanned signatures will constitute original signatures for purposes of execution of this Agreement.

13. EMPLOYEE FURTHER STATES THAT S/HE HAS CAREFULLY READ THIS AGREEMENT; THAT S/HE UNDERSTANDS THAT THE CONSIDERATION TO BE GIVEN TO HIM OR HER UNDER THIS AGREEMENT IS IN ADDITION TO WHAT S/HE IS ENTITLED TO IN THE ABSENCE OF THIS AGREEMENT; THAT S/HE HAS HAD THE

OPPORTUNITY TO HAVE IT FULLY EXPLAINED TO HIM OR HER BY AN ATTORNEY OF HIS OR HER CHOICE; THAT ONCE SIGNED, THIS AGREEMENT IS FINAL AND BINDING; THAT THE ONLY PROMISES MADE TO HIM OR HER TO SIGN THIS AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS ARE THOSE STATED ABOVE; AND THAT S/HE IS SIGNING IT VOLUNTARILY.

AUGIE'S MANAGEMENT COMPANY  
dba AUGIE'S COFFEE HOUSE

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
EMPLOYER'S REPRESENTATIVE  
Its: [Title]

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
EMPLOYEE'S FULL NAME



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 31  
11500 W OLYMPIC BLVD  
SUITE 600  
Los Angeles, CA 90064-1753

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (310) 235-7351  
Fax: (310) 235-7420

April 12, 2021

Bradley E. Neufeld, Attorney at Law  
Varner & Brandt LLP  
3750 University Avenue, Suite 610  
Riverside, CA 92501-3323

Re: Augie's Management Company d/b/a  
Augie's Coffee House  
Case 31-CA-262668

Dear Mr. Neufeld:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

A handwritten signature in black ink that reads "Mori Rubin". The signature is written in a cursive, flowing style.

Mori Rubin  
Regional Director

cc: Austin Amento, CEO  
Augie's Management Company d/b/a  
Augie's Coffee (A California Corporation)  
2025 West Park Avenue, Suite 3  
Redlands, CA 92373

Mark Meinster, International Representative  
UE Union  
25000 Avenue Stanford  
Valencia, CA 91355-4553

Michael J. Healey, Esq.  
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247 Fort Pitt Blvd., 4th Floor  
Pittsburgh, PA 15222